

## INTERNET ACCEPTABLE USE POLICY

### GENERAL INFORMATION

**laser image, inc.** (hereafter referred to as **yourlinc wireless**) is committed to providing high-quality wireless Internet service for its customers. **yourlinc wireless** is also committed to being a responsible member of the Internet Community. Therefore, **yourlinc wireless** holds both itself and its customers to a high standard of accountability as set forth in this Acceptable Use Policy. **yourlinc wireless**'s Acceptable Use Policy outlines acceptable use of the **yourlinc wireless** Internet service as well as permissible and prohibited conduct for using the Service to access the Internet.

**yourlinc wireless** reserves the right to modify this Policy at any time.

As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other **yourlinc wireless** policies could result in the termination of your Service. **yourlinc wireless** reserves the right to immediately terminate the Service if you engage in any of the prohibited activities listed in this AUP or if you use the **yourlinc wireless** Equipment or Service in a way which is contrary to any **yourlinc wireless** policies.

### PROHIBITED USES AND ACTIVITIES

By contracting for services from **yourlinc wireless**, customers agree to refrain from using the Service, Customer Equipment or **yourlinc wireless** Equipment for any prohibited use and/or activity. Prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or **yourlinc wireless** Equipment to:

- i. undertake or accomplish any unlawful purpose or in a manner that violates any local, state, federal, or international law, order or regulation. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, illegal, threatening, defamatory, excessively violent, invasive of privacy, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- ii. upload, download, post, store, send, transmit, distribute, publish, or disseminate any information, data, image, text or other material which a reasonable person could deem to be objectionable, offensive, abusive, inflammatory, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or

ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

- iii. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- iv. collect, or attempt to collect, personal information, e-mail addresses, screen names, or other identifiers of third parties without their consent;
- v. access any other person's or entity's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account;
- vi. use or distribute tools designed or used for compromising security, including but not limited to password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or trojan horse programs. network probing or port scanning tools are only permitted when used in conjunction with the user's private network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;
- vii. distribute programs that remove locks or time-outs built into software (cracks);
- viii. transmit unsolicited bulk or commercial messages or "spam" or collect responses from unsolicited e-mail. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- ix. send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;
- x. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others ability to send or retrieve information;
- xi. restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service of any **yourlinc wireless** (or **yourlinc wireless** supplier) host, server, backbone network, node or service, or otherwise

cause a performance degradation to any **yourlinc wireless** (or **yourlinc wireless** supplier) facilities used to deliver the Service;

- xii. resell or otherwise make the Service available for use by non-customers (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis, unless such use is specifically agreed to in writing by **yourlinc wireless**. Customer agrees not to use the Service for operation as an Internet service provider or as an end-point on a non-**yourlinc wireless** local area network or wide area network, unless such use is specifically agreed to in writing by **yourlinc wireless**;
- xiii. connect multiple computers in order to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;
- xiv. run programs, equipment, or servers that provide network content or any other services to anyone outside of your personal LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers, unless such use is specifically agreed to in writing by **yourlinc wireless**;
- xv. service, alter, modify, or tamper with the **yourlinc wireless** Equipment or Service or permit any other person to do the same who is not authorized by **yourlinc wireless**;
- xvi. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and
- xvii. violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

## SECURITY

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to your Service account. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.

## INAPPROPRIATE CONTENT AND TRANSMISSIONS

**yourlinc wireless** reserves the right, but is not obligated, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful. Neither **yourlinc wireless** nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, or instant message transmissions or postings on personal or individual websites) made on the Service. However, **yourlinc wireless** and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

### ILLEGAL USE

The **yourlinc wireless** Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law, policy, rule, or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, pornographic, defamatory, constitutes an illegal threat, or violates export control laws. **yourlinc wireless** has the right, in its sole discretion, to take such action as necessary, including but not limited to: blocking or suspension or termination of the customer's services, relative to any material that in **yourlinc wireless's** sole judgment violates this Policy. **yourlinc wireless** is not responsible nor will **yourlinc wireless** be liable for the removal of, failure or delay in removing any such material.

### ELECTRONIC MAIL

As stated above, the Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference **yourlinc wireless** or the **yourlinc wireless** network (e.g. by including "Organization: **yourlinc wireless**" in the header or by using an IP address that belongs to **yourlinc wireless** or the **yourlinc wireless** network) in any unsolicited e-mail even if that e-mail is not sent through the **yourlinc wireless** network or Service.

**yourlinc wireless** is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to

you. **yourlinc wireless** is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at **yourlinc wireless**'s sole discretion. In the event that **yourlinc wireless** believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, **yourlinc wireless** (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any customer to change his or her identifier. In addition, **yourlinc wireless** may at any time reserve any identifiers on the Service for **yourlinc wireless**'s own purposes.

### INSTANT MESSAGES AND VIDEO MESSAGES

Users alone are responsible for the contents of their instant messages and video messages and the consequences of any such messages. **Yourlinc wireless** assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages or video messages.

### THIRD PARTY RULES; USENET; NEWSGROUPS

Through use of the **yourlinc wireless** services, users may access search engines, subscription Web services, chat areas, bulletin boards, newsgroups, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules regulations, guidelines, or agreements.

### NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS

**Yourlinc wireless** may provide versions of the Service with different speeds and bandwidth usage limitations, among other characteristics, subject to applicable Service plans. You shall ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, nor represent (in the sole judgment of **yourlinc wireless**) an overly large burden on the network. The continuous uploading and/or downloading of information is prohibited. In addition, you shall ensure that your use of the Service does not restrict, inhibit, interfere with, disrupt, degrade, or impede **yourlinc wireless**'s ability to deliver and provide the Service and monitor the Service, backbone, network nodes, and/or other network services.

You further agree to comply with all **yourlinc wireless** network, bandwidth, and data storage and usage limitations. You shall ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future. If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a

violation of this Policy. In such cases, **yourlinc wireless** may, in its sole discretion, terminate your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels. In addition, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

## **COPYRIGHT INFRINGEMENT**

**yourlinc wireless** is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, as noted above, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

## **VIOLATION OF ACCEPTABLE USE POLICY**

**yourlinc wireless** does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although **yourlinc wireless** has no obligation to monitor the Service and/or the network, **yourlinc wireless** and its suppliers reserve the right at any time to monitor bandwidth, hours and types of usage, upload and download performance, transmissions, and content from time to time in order to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and **yourlinc wireless** users. **yourlinc wireless** prefers to advise customers of inappropriate behavior before taking remedial action. However, if the Service is used in a way that **yourlinc wireless** or its suppliers, in their sole discretion, believe violate this AUP, **yourlinc wireless** and/or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate termination of all or any portion of the Service. Neither **yourlinc wireless**, nor its affiliates, suppliers, or agents will have any **yourlinc wireless**'s exclusive remedies and **yourlinc wireless** may take any other legal or technical action it deems appropriate. **yourlinc wireless** reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on **yourlinc wireless**'s servers and network. During an investigation, **yourlinc wireless** may suspend the account or accounts involved and/or remove or block

material that potentially violates this Policy. You expressly authorize **yourlinc wireless** and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include **yourlinc wireless** providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, **yourlinc wireless** is authorized to delete any files, programs, data and e-mail messages associated with your account.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless **yourlinc wireless** from and against all claims, liabilities, losses, expenses, damages and costs (including reasonable attorneys' fees) that arise from: (1) any violation of this Policy and Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through our Service; or (5) your use of our Service.

### **MISCELLANEOUS**

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. **yourlinc wireless** may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

#### **yourlinc wireless**

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06-13-2011